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Commissioner for Patents

Yogesh C Garg
Primary Examiner
Art Unit: 3625

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Application Number: 09/328,983
Filing Date: June 09, 1999
Appellant(s): WALLGREN ET AL.

MAILED

OCT 0 2 2007

GROUP 3600

James Trosino
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 9/5/2007 appealing from the Office action

(Advisory action)mailed 2/7/2007.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,295,513	THACKSTON	9-2001
5,970,471	HILL	10-1999

5,826,244   HUBERMAN   10-1998

(9) Grounds of Rejection

The following ground(s) of rejection (reproduced from the Final Office Action

mailed on 11/8/2006) are applicable to the appealed claims:

Quote: "....

Response to Arguments

2.1.   Applicant's arguments, see Remarks, pages 2-3, filed 9/7/2006, with respect to 132 (a) Objection and 112, first paragraph rejection have been fully considered and are persuasive. In the earlier Office action mailed on 6/2/2006, the examiner interpreted the limitation, " selectively displaying to the user the modified instances of the object individually or collectively " as displaying selected modified instances whereas the applicant, in his remarks filed on 9/7/2006, has clarified that the selection is done with respect to allowing the customer to view the modified instances individually or collectively and that the selection is not related to selecting from the modified instances. In view of this clarification, the 132 (a) Objection to specification and 112, first paragraph rejection of claims 23-38 have been withdrawn.

2.2.   Applicant's arguments see Remarks, pages 8-9, filed 9/7/2006, with respect to Giovannoli reference have been fully considered and are persuasive. In view of the applicant's arguments the examiner's suggestion that claims 23 and 31 are obvious in view of Giovannoli is withdrawn.

2.3.   Applicant's arguments (see Remarks, pages 3-8) filed with respect to rejection of independent claims 23 and 31 under 103 (a) as being unpatentable over the combined arts of Thackston/Hill/Huberman have been fully considered but they are not persuasive for following reasons:

        The applicant argues that Thackston does not describe or suggest systems and methods receiving a user supplied set of constraints regarding a print job project. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986) because the limitations of claims 23 and 31 are rejected as being unpatentable over the combined arts of Thackston/Hill/Huberman which does disclose system and method being used for contracting print-jobs. It is to be noted that the system and method, as disclosed in the applicant's disclosure, see pg.5, lines 1-9, is applicable for contracting any custom project which, for example could be a print-project. The applicant's invention as disclosed is not solely dedicated to contracting print-job projects. In fact, it is one of the intended uses of the applicant to use the system for contracting a print-job project and a recitation of the intended use of the claimed invention must result in a structural difference between the claimed invention and the prior art in order to patentably distinguish the claimed invention from the prior art. If the prior art structure is capable of performing the intended use, then it meets the claim. In the present case, the combined prior art of Thackston/Hill/Huberman is capable of performing the intended use as analyzed in the earlier Office action and therefore it meets the claims 23 and 31.

        The applicant argues that Thackston does not disclose the limitations, " storing the set of constraints in a database as an object, creating a plurality of instances of the object, each instance uniquely associated with a corresponding vendor " because in Thackston the templates are not user supplied constraints but are rather user supplied terms stored in contracts data module 696 and if it is accepted the templates are user supplied constraints stored as objects then Thackston does not disclose vendor specific copying of the contract plates and communicating each unique instance of the templates to its corresponding associated vendor. The examiner respectfully disagrees. Thackston does teach using web browser templates to submit RFQ form and the RFQ form includes constraints, such as quantity requirements, schedule requirements, delivery requirements, date and time of bidding enabling vendors to bid and negotiate the terms and conditions to and fro (see at least col.50, line 31-col.51, line 48, col.13,

lines 1-25 and col.25, lines 25-58). In response to receiving the user's RFQ with a set of constraints vendors responses and iterative responses during negotiations to arrive at an agreed data relating to specifications, schedules, delivery requirements, bids, etc. correspond to creating a plurality of instances wherein each instance is uniquely associated with a corresponding vendor. Thackston discloses that such RFQ forms/templates are stored as objects in an object-oriented database see at least col.6, lines 50-53 and col.43, lines 33-38. Thackston's disclosure of negotiation process would have taught and fairly suggested the claimed iterative plurality of customer submissions instances and vendor responses instances communicating them back and forth to clarify the terms and parameters of the goods and/or services.

The applicant further argues that Thackston does not disclose the limitation "receiving communications from the user and the vendors to iteratively modify the instances of the object, the modifications further constraining the print job project", see Remarks pages 5-6. The examiner does not agree. Thackston discloses conducting negotiations by using a series of contract templates as a starting point for contractors and suppliers and different terms and conditions for creating an agreement (see Thackston col.13, lines 1-25). The " Plain Meaning " of the term" negotiations" used in Thackston is interpreted by the examiner as conducting to and fro discussions between two parties that is between contractors and suppliers in order to reach an agreement or sign a contract (see page 503 of Webster's New World Thesaurus, Revised Edition Copyright © 1985 Simon & Schuster, Inc, NY. See Appendix A.). Thesaurus defines that the term "negotiate" is synonymous with making arrangements to bargain, or transact or confer or settle. The terms bargaining/transacting/settling implies to carry out to and fro or repetitive discussions between the two parties to settle/reach an agreement wherein every time one party submits some terms for acceptance by the other and the other party, in response, makes changes to the terms submitted by the first party and this process goes on till a settlement is reached between the two. If this repetitive process of submissions and responses do not work out into an agreement it is then called that the negotiations have failed. For example, a contractor, in response to a vendor's bid may modify the quoted terms by reducing the price, changing the specifications of the material or demanding an improved delivery. In response, the vendor, instead of accepting the contractor's offer, further makes changes in the customer's proposed offer trying to reach a middle ground. This process can continue till both the parties either agree to certain terms and conditions to make a contract or realize that they cannot reach an agreement. If the parties are able to make a contract then it is said that negotiations resulted into an agreement and if the parties do not make an agreement then it is said that negotiations failed to reach an agreement. The negotiation process of such repetitive discussions between parties to reach an agreement correspond to "a plurality of iterative customer submission instances and vendor response instances and " an iterative process in which one or more constraints on one of the vendor specific instances of the print job request object are added, removed and /or modified during each iteration" in claims 23 and 31. Note: In the above example, every time when a contractor or supplier, in response to each other, makes changes to each other's submission by making changes in the price or demanding a new improved delivery or a change in the material's specification or adding additional terms in the negotiation process corresponds to adding removing or modifying the constraints. If there were no changes/modifications ten there should not be any more negotiation since the parties have a meeting of the minds and could then enter into a contract.

The applicant argues, see Remarks, page 6, that Thackston does not teach the limitation, "selectively displaying to the user the modified instances of the object individually or collectively". In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.,* 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986) because the limitations of claims 23 and 31 are rejected as being unpatentable over the combined arts of Thackston/Hill/Huberman which does disclose system and method selectively displaying the vendor's responses, that is instances individually or collectively as desired and analyzed in the earlier office action mailed on 6/2/2006.

The applicant argues, see Remarks, page 6, that Huberman does not teach the limitations recited in claims 23 and 31. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on

combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck &
Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986) because the limitations of claims 23 and 31 are
rejected as being unpatentable over the combined arts of Thackston/Hill/Huberman which does disclose
system and method as claimed in claims 23 and 31 and analyzed in the earlier office action mailed on
6/2/2006.

The applicant's arguments, see Remarks, pages 6-7, are analyzed and not found persuasive
based on the same rationale as used above against the applicant's arguments against the cited reference
Huberman.

In view of the foregoing, rejection of claims 23-38 is sustainable as submitted in the earlier Office
action on 6/2/2006.

Claim Rejections - 35 USC § 103

3.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness
rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as
> set forth in section 102 of this title, if the differences between the subject matter sought to be
> patented and the prior art are such that the subject matter as a whole would have been obvious
> at the time the invention was made to a person having ordinary skill in the art to which said
> subject matter pertains. Patentability shall not be negatived by the manner in which the invention
> was made.

Claims 23-38 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thackston, in view
of Hill, and further in view of Huberman.

With regards to claim 23, Thackston teaches a computer-based contracting method comprising:
receiving a user-supplied set of constraints regarding a job project; storing the set of constraints
in a database as an object; creating a plurality of instances of the object, each instance uniquely
associated with a corresponding vendor; communicating each instance of the object to its corresponding
associated vendor; receiving communications from the user and the vendors to iteratively modify the
instances of the object, the modifications further constraining the job project; selectively displaying to the
user the modified instances of the object individually or collectively; and receiving a selection from the
user of one of the vendors to complete the job project (see at least, col.3, line 64-col.6, line 35, col.8,
lines 45-57, col.8, line45-col.13, line 25, col.15, line 28-col.16, line 4, col.17, line 34-col.25, line58, col.48,
line 26-col.52, line17, FIG.2, FIG.3, " 394-EC Data", FIG.4, " 415-Contracts between prime contractors
and suppliers Data module ", FIG.6, "394-EC Data", FIG.8,"890-Stored Time Multimedia Communications
Sessions Data Module", FIG.9, " 988-Electronic Commerce Processing Module", FIG.10, " 1004-
Contracts Module", FIG.12, FIG.13, " 1306 –Quasi-Real-Time Graphics Processing Module", FIG.14, "
988-Electronic Commerce Processing Module ", Figs 26-28. Note: "templates" [col.13, lines 11-16, col.25,
lines 25-58] correspond to request object and the changes made/negotiated/ formalized during interactive
communication processing with suppliers/vendors [col.24, line 28-col.25, line 25, col.8, lines 45-58]
corresponds to vendor specific instances of a job request in the application. At least, col.50, lines 43-65, "
The RFQ may include information pertaining to how many rounds of bids will be considered...", disclose
series of iterative customer submissions and vendor responses. Col. 48, lines 26-43 disclose that the
RFQ subject matter required by the user, that is prime contractor in Thackston, is stored in the form of a
part design model and this object of part design model is communicated to qualified vendors [fabricators].
Further, see col.49, lines 3-13 discloses that based upon the bids received from the qualified vendors
[fabricators] the user is able to select one or more vendors to complete the job and that also implies that
the vendor's responses are displayed on the GMR 2600 machine).

Please also note the following comments reproduced from the above cited response to the
applicant's arguments:

Thackston teaches using web browser templates to submit RFQ form and the RFQ form includes
constraints, such as quantity requirements, schedule requirements, delivery requirements, date and time
of bidding enabling vendors to bid and negotiate the terms and conditions to and fro (see at least col.50,

line 31-col.51, line 48, col.13, lines 1-25 and col.25, lines 25-58). In response to receiving the user's RFQ with a set of constraints vendors responses and iterative responses during negotiations to arrive at an agreed data relating to specifications, schedules, delivery requirements, bids, etc. correspond to creating a plurality of instances wherein each instance is uniquely associated with a corresponding vendor. Thackston discloses that such RFQ forms/templates are stored as objects in an object-oriented database see at least col.6, lines 50-53 and col.43, lines 33-38. Thackston's disclosure of negotiation process would have taught and fairly suggested the claimed iterative plurality of customer submissions instances and vendor responses instances communicating them back and forth to clarify the terms and parameters of the goods and/or services . Thackston discloses conducting negotiations by using a series of contract templates as a starting point for contractors and suppliers and different terms and conditions for creating an agreement (see Thackston col.13, lines 1-25). The term "negotiate" is synonymous with making arrangements to bargain, or transact or confer or settle. The terms bargaining/transacting/settling implies to carry out to and fro or repetitive discussions between the two parties to settle/reach an agreement wherein every time one party submits some terms for acceptance by the other and the other party, in response, makes changes to the terms submitted by the first party and this process goes on till a settlement is reached between the two. If this repetitive process of submissions and responses do not work out into an agreement it is then called that the negotiations have failed. For example, a contractor, in response to a vendor's bid may modify the quoted terms by reducing the price, changing the specifications of the material or demanding an improved delivery. In response, the vendor, instead of accepting the contractor's offer, further makes changes in the customer's proposed offer trying to reach a middle ground. This process can continue till both the parties either agree to certain terms and conditions to make a contract or realize that they cannot reach an agreement. If the parties are able to make a contract then it is said that negotiations resulted into an agreement and if the parties do not make an agreement then it is said that negotiations failed to reach an agreement. The negotiation process of such repetitive discussions between parties to reach an agreement correspond to "a plurality of iterative customer submission instances and vendor response instances and " an iterative process in which one or more constraints on one of the vendor specific instances of the print job request object are added, removed and /or modified during each iteration" in claims 23 and 31. Note: In the above example, every time when a contractor or supplier, in response to each other, makes changes to each other's submission by making changes in the price or demanding a new improved delivery or a change in the material's specification or adding additional terms in the negotiation process corresponds to adding removing or modifying the constraints. If there were no changes/modifications ten there should not be any more negotiation since the parties have a meeting of the minds and could then enter into a contract.).

Applicant's disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom manufacturing project and a print job can be an example. As per the disclosure, the invention is not directed to print job only. Though Thackston's embodiment is related to an electronic commerce application for finalizing suppliers for an engineering project, he further teaches that other embodiments and uses of his invention are apparent to those having ordinary skill in the art as the same steps and system elements would be applicable for other applications. Thackston's steps and system elements can be applicable to a print job also. In the same field of e-commerce, Huberman teaches a system and method to enable ordering and negotiating a print job on an electronic network (col.2, line 54-col.7, line 31). In view of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify Thackston to combine Huberman's feature of ordering and negotiating a print job on an electronic network. Doing so would enable the system to create an electronic marketplace and bidding system where the buyers and suppliers could interactively negotiate/formalize specifications via templates of the job as explicitly disclosed in Thackston and provide open and efficient pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2, 54-63). Thackston/Huberman does not disclose displaying vendor specific instances in a combined view, that is collectively. However, Hill explicitly teaches comparing vendor specific instances in a combined view, that is collectively (see at least abstract, FIG.9, FIG.13, col.8, line 53-col.10, line 29). In view of Hill, it would have been obvious to a person of an ordinary skill in the art at the time of the invention to modify Thackston/Huberman to combine Hill's feature of comparing vendor specific instances in a combined view that is collectively.

Doing so would enable the buyer to view two different images corresponding to two or more different vendors' quotes frames side by side and thus making comparison convenient and faster as explicitly discussed in Hill.

Regarding claims 24-26, it is already analyzed in claim 23 that Thackston/Huberman/Hill receives a request for a print job. Thackston further discloses that the set comprises a text description of the print job project/ a list of vendors to whom the instances of the object should be communicated/ a due date for the print job project (see at least col.50, lines 44-65 where, narrative description in the RFQ refers to "Text", delivery requirements in the RFQ refers to " a due date for print job project" and " listing of qualified fabricators" in the RFQ refers to. The list of vendors to whom the created RFQs, that is the vendor instances, be sent.).

Regarding claims 27-28 and 30, Thackston/Huberman/Hill discloses negotiations between the user and a plurality of vendors to enable the user to select a winning vendor as analyzed in claim 23. Thackston also discloses that the modifications comprise vendor-specified options for completing the print job project such as start times or dates or pricing options (see col.3, lines 22-49 which discloses that the negotiations with vendors include changes in the designs of items being ordered, their delivery requirements and costing and that implies that the vendor would negotiate all these changes including start times or dates and pricing options) .
Regarding claim 28, Thackston/Huberman/Hill discloses negotiations between the user and the a plurality of vendors to enable the user to select a winning vendor as analyzed in claim 23. Thackston also discloses that the vendor-specified options comprise media options (see Figs. 13 and 27-28 and col.49, line 46-col.50, line 65).

Regarding claims 31-38, their limitations are closely parallel to the limitations of claims 23-30 and are therefore analyzed and rejected on the basis of same rationale. "

Unquote:

(10) Response to Argument

Discussion of the 103 Rejections (see AB, pages 7-10)

The applicant argues that the Final Office action fails to establish a prima

facie case of obviousness because Thackston does not disclose storing the RFQ in a

database as an object and creating a plurality of instances of the object, each instance

uniquely associated with a corresponding vendor (see AB, page 8, lines 6-20).

The examiner respectfully disagrees. A prima facie case of obviousness is

established by presenting evidence that the reference teachings would appear to be

sufficient for one of ordinary skill in the relevant art having the references before him to

make the proposed combination or other modification. See In re Lintner, 458 F.2d 1013,

1016, 173 USPQ 560, 562 (CCPA 1972). Furthermore, the conclusion that the claimed

subject matter is prima facie obvious must be supported by evidence, as shown by

some objective teaching in the prior art or by knowledge generally available to one of

ordinary skill in the art that would have led that individual to combine the relevant

teachings of the references to arrive at the claimed invention. See In re Fine, 837 F.2d

1071, 1074, 5 USPQ2d 1596, 1598 (Fed. Cir. 1988).

The combination of relevant teachings of references is likely to be obvious if, *all

the claimed elements were known in the prior art and one skilled in the art could have

combined the elements as claimed by known methods with no change in their

respective functions, and the combination would have yielded predictable results to one

of ordinary skill in the art at the time of the invention*", See KSR judgment. It is also to be

noted that KSR forecloses the argument that a **specific** teaching, suggestion, or

motivation is required to support a finding of obvious ness. See the recent board

decision Ex parte Smith,--USPQ2d, slip Op. at 20, (Bd.Pat.App. & Interf. June 25, 2007

(citing *KSR,* 82 USPQ2d at 1396) (available at http://www.uspto.gov/web/

offices/dcom/bpai/prec/fd071925.pdf).

Thackston teaches using web browser templates to submit RFQ form and the

RFQ form includes constraints, such as quantity requirements, schedule requirements,

delivery requirements, date and time of bidding enabling vendors to bid and negotiate

the terms and conditions to and fro (see at least col.50, line 31-col.51, line 48,, *"the RFQ

may be submitted or "posted" to GMR graphics server 2710 via browser templates completed by GMR

user 2600. The RFQ may include such information as a project identifier, narrative description, quantity

requirements, schedule requirements, delivery requirements, and the like. .... "*).Thackston

discloses that such RFQ forms/templates are stored as objects in an object-oriented

database see at least col.6, lines 50-53 and col.43, lines 33-38. In response to

receiving the user's RFQ with a set of constraints vendors responses comprise iterative

responses during negotiations to arrive at an agreed data relating to specifications,

schedules, delivery requirements, bids, etc. and these responsive instances emerging

from the RFQ template object from both the user and vendor **correspond to creating a**

plurality of instances out of the RFQ template and each of the instance created either

by the user or vendor is uniquely associated with that corresponding vendor.

The negotiation process of repetitive to and fro communications between the

user and an associated vendor to reach an agreement correspond to creating a plurality

of iterative customer submission instances and vendor response instances from the

RFQ template object. In this iterative process one or more constraints on one of the

specific instances, which are associated with a corresponding vendor and have

emerged from the user's RFQ object, are added, removed and /or modified during each

iteration. Every time when a contractor or supplier, in response to each other, makes

changes to each other's submission by making changes in the price or demanding a

new improved delivery or a change in the material's specification or adding additional

terms in the negotiation process correspond to adding removing or modifying the

constraints.

The applicant argues (see AB, page 8, lines 34-page 9, line 13), " One the one

hand, the Examiner asserts that the RFQ is the stored database object, but then on the

other hand, the Examiner asserts that the vendors' responses to the RFQ constitute the

plurality of instances of the stored database object. The two assertions are internally

inconsistent, and make no sense. …. Indeed, although Thackston discloses that each

vendor communicates its RFQ response to the prime contractor/designer who actually

solicited the RFQ, Thackston does not describe or suggest that any vendor

communicates the vendor's response to itself. The reason is clear, as it would make no

sense for a vendor to communicate to itself.". The examiner does not agree with the

applicant's analysis in view of the above foregoing. Thackston discloses that RFQ

forms/templates are stored as objects in an object-oriented database. In response to a

RFQ template object plurality of instances of this RFQ object are created by both the

user of the RFQ object and the associated vendor in the form of their

communications/responses to each other during negotiations to arrive at an agreed data

relating to specifications, schedules, delivery requirements, bids, etc. These responsive

instances emerging from the RFQ template object from both the user and vendor

correspond to creating a plurality of instances out of the RFQ object and each of the

instance created either by the user or vendor is uniquely associated with that

corresponding vendor. The negotiation process of repetitive to and fro communications

between the user and an associated vendor to reach an agreement correspond to

creating a plurality of iterative customer submission instances and vendor response

instances from the RFQ template object. In this iterative process one or more

constraints on one of the specific instances, are added, removed and /or modified

during each iteration. Every time when a contractor or supplier, in response to each

other, makes changes to each other's submission by making changes in the price or

demanding a new improved delivery or a change in the material's specification or

adding additional terms in the negotiation process correspond to adding removing or

modifying the constraints.

The applicant argues (see AB, page 9, lines 14-18) that Thackston does

not teach " selectively displaying to the user the modified instances of the object

individually or collectively". The examiner respectfully disagrees because this argument

is targeted against Thackston individually whereas the examiner has combined the prior

art of Thackston and Hill to render this limitation obvious. In response to applicant's

arguments against the references individually, one cannot show nonobviousness by

attacking references individually where the rejections are based on combinations of

references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck &*

Co., 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). Hill teaches the missing limitation

from Thackston, that is enabling a selective display of modified instances collectively.

The applicant further argues that the Thackston/Huberman/Hill combination does not

teach " selectively displaying" because Hill teaches only collective displaying and that

The Examiner's interpretation seemingly would eviscerate the term "selectively" from

the claims. The examiner respectfully disagrees. The examiner has submitted, see final

office action page 8, lines 12-14 that Thackston (col.49, lines 3-13) teaches selection of

one or more vendors that is selecting one or more bids after negotiations which would

correspond to one or more modified instances. The examiner further acknowledged ,

see final office action page 10, line 24-page 11, line 8 that Thackston/Huberman does

not disclose displaying the modified instances from one or more vendors collectively

and this missing limitation is disclosed in Hill because collective displaying of bids from

one or more vendors enables the user to compare the bids/modified instances in

Thackston in a combined view.

The applicant further argues (see AB, page 9, line 28-page 10, line 12) that

Huberman and Hill, individually, does not teach the limitations of claims 23 and 31. In

response to applicant's arguments against the references individually, one cannot show

nonobviousness by attacking references individually where the rejections are based on

combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA

1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). In the instant

case, the examiner has combined the relevant teachings of Thackston, Huberman and

Hill to arrive at the claimed invention. The teachings of Thackston and Hill are already

analyzed above. From the relevant teachings of Huberman, see Final office action,

page 10, lines 9-24, it would have been obvious to one of an ordinary skilled in the art to

modify Thackston to combine Huberman's feature of ordering and negotiating a print job

on an electronic network.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the

Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

Yogesh C. Garg
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YCG
9/25/2007